

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 09/22/2008**

The meeting was called to order at 7:00 p.m. by Mayor Abrams in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Invocation and Pledge of Allegiance to the Flag.

Councilmembers Present: Mayor Abrams, Adams, Mayor Pro-Tem Christie, Hicks, Hurt, Shumaker.

Councilmembers Absent: Porath.

Staff Present: City Manager Bueche, Assistant City Manager Zettel, City Attorney Colin Linsenman, City Clerk Juanita Aguilar.

Others Present: Boots Abrams, Tommy Butler, David Krueger, Betty Binder, Richard Mattson, Brent Cole, Sharon Klein, Lou Fleury, Donald Wyatt.

Resolution No. 080922-01

(Carried)

Motion by Councilmember Hurt
Second by Mayor Pro-Tem Christie

I Move the Swartz Creek City Council hereby excuse the absence of Councilmember Porath from the September 22, 2008 Council meeting due to work commitments.

YES: Adams, Christie, Hicks, Hurt, Shumaker, Abrams.
NO: None. Motion Declared Carried.

APPROVAL OF MINUTES

Resolution No. 080922-02

(Carried)

Motion by Mayor Pro-Tem Christie
Second by Councilmember Hurt

I Move the Swartz Creek City Council hereby approve the Minutes for the Regular Council Meeting, held September 8, 2008, to be circulated and placed on file.

YES: Christie, Hicks, Hurt, Shumaker, Abrams, Adams.
NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 080922-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda, as presented, for the Regular Council Meeting of September 22, 2008 to be circulated and placed on file.

YES: Hicks, Hurt, Shumaker, Abrams, Adams, Christie.
NO: None. Motion declared carried.

REPORTS AND COMMUNICATIONS:

City Manager’s Report

Resolution No. 080922-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the City Manager’s Report of September 22, 2008, to be circulated and placed on file.

Discussion Took Place.

YES: Hurt, Shumaker, Abrams, Adams, Christie, Hicks.
NO: None. Motion declared carried.

All other reports and communications were accepted and placed on file.

MEETING OPENED TO THE PUBLIC:

Tommy Butler, 40 Somerset, stated that he was very impressed to see that there was a communication from the Fire Board in the newspaper.

COUNCIL BUSINESS:

Richard Mattson, Proposed Art Fair, Elms Park

(Discussion Topic)

Richard Mattson, representing the Kiwanis Club of Swartz Creek as well as the City of Swartz Creek Chamber of Commerce, talked about putting on a Fine Art Festival in the community. Mr. Mattson stated that they are proposing naming it “Art in the Park” and they are going to try to utilize Elms Road Park. Mr. Mattson stated that he would be asking for a resolution from the Council at a later date to use the park for two days; Friday, August 28, 2009 and Saturday, August 29, 2009.

Discussion Ensued.

Appropriation, Transportation Asset Review, Local & Major Streets

Resolution No. 080922-05

(Carried)

Motion by Councilmember Adams
Second by Councilmember Hurt

WHEREAS, the City of Swartz Creek is a Street Authority authorized to receive funding under Transportation Equity Distribution Act-51; and

WHEREAS, the City has identified an approaching crisis in future funding for repair, maintenance and replacement of its road transportation system for both Local and Major Streets; and

WHEREAS, GASB, US-DOT and MI-DOT have identified new approaches in the management of transportation assets by encouraging the development of systems and plans that will best determine how to maintain, repair and replace capital assets; and

WHEREAS, the City's staff is working on long term funding plans for the repair, maintenance and replacement of its road transportation system for both Local and Major Streets and in order to accomplish this effectively, a complete audit and rating of the existing road transportation system is warranted; and

WHEREAS, the City's Engineering Firm has submitted a proposal to conduct a complete audit of the City's road transportation system, specifications attached.

NOW THEREFORE, I Move that the City of Swartz Creek accept the proposal of Rowe Engineering and appropriate an amount not to exceed \$12,000, funds to be split proportionally between 202 and 203 as determined by the City's Finance Director, in accordance with the specifications as attached hereto, and further, bring the evaluation back to the City Council for explanation and review.

Discussion Took Place.

YES: Shumaker, Abrams, Adams, Christie, Hicks, Hurt.
NO: None. Motion Declared Carried.

Meijer's Development Agreement

Resolution No. 080922-06

(Carried)

Motion by Councilmember Hurt
Second by Mayor Pro-Tem Christie

I Move the City of Swartz Creek enter into an agreement with Meijer Inc, as follows:

DEVELOPMENT AGREEMENT
Between
THE CITY OF SWARTZ CREEK
And
MEIJER INC.

THIS AGREEMENT Is made this ____ day of _____, 2008, by and between the CITY OF SWARTZ CREEK, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, MI 48473 ("City") and Meijer Inc, a Michigan Domestic Profit Corporation, with principal offices at 2929 Walker Avenue NW, Grand Rapids, Michigan 49544 ("Meijer").

WHEREAS, the Meijer has proposed to develop a commercial retail development in a Planned Unit Development in several phases ("Project") upon certain vacant property located within the City, legally described in attached Exhibit A ("Property"); and

WHEREAS, the Property is part of an area for which the City has adopted a Conceptual Site Plan for a Planned Unit Development District pursuant to Article XI of the City's zoning ordinance, which Planned Unit Development District is known as the North Morrish Road Planned Unit Development, dated August 14, 2006, and is more fully described in attached Exhibit B; and

WHEREAS, the Meijer has secured all of the zoning approvals and other approvals required by law for its plans to develop the Project on the Property, including, without limitation, site plan, special land use, planned unit development or other approvals; and

WHEREAS, said approvals of the City are conditioned, in whole or in part, upon various Agreements of and commitments made by the Meijer in connection with the plans for the development of the Project; and

WHEREAS, the City and the Meijer wish to set forth in this Agreement all of the duties and responsibilities of both parties in connection with the Project, as well as the remedies for failure of a party to comply with said duties and/or responsibilities.

NOW, THEREFORE, the City and the Meijer, acting by and through their duly authorized representatives, hereby **AGREE AS FOLLOWS**:

1. Definitions.

- A) "City" means the City of Swartz Creek, a Michigan Municipal Corporation with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473.
- B) "Meijer" means Meijer, Inc., a Michigan Corporation, with principal offices at 2929 Walker Avenue NW, Grand Rapids, Michigan 49544.
- C) "Project" means the development in several phases of a commercial development in a Planned Unit Development on the Property as set forth and as described in the Project Plans, as approved by the Swartz Creek City Council on August 14, 2006, as modified by the revised Project Plans approved by the Swartz Creek City Council on September 22, 2008. The first phase (the "Meijer Store Phase") of the Project includes a Meijer retail store, a Meijer gas station/convenience store and two outlots.
- D) "Project Plans" means the site plan, surveys, other drawings and any other written or graphic documentation submitted by the Meijer to the City and which were the basis for the zoning and other approvals given by the City for the Project and which were approved by the City, together with the

conditions upon which any City approval was based. Said plans, surveys, drawings, written or graphic documentation and conditions are attached hereto as Exhibit C, which have been revised and approved by the Swartz Creek City Council on August 11, 2008.

- E) "Property" means that certain property within the City which is legally described in Exhibit A attached hereto.
- F) "Public Improvements" mean public streets with associated drains, lighting, sidewalks and other related improvements, municipal sanitary sewer lines, municipal water lines, and all easements and rights of way granted to the public associated therewith.

2. The Project; Public Improvements; Sign Height.

The Project, as described in paragraph 1(C) above consisting of the development in several phases of commercial businesses on the Property, including the Meijer Store Phase, will be built in accordance with and as provided for in the Project Plans and will include the following Public Improvements:

- A) Road improvements to Morrish Road, including, but not limited to, curbs, curb cuts, lane widening, repaving, signals, signage, lighting, drainage and ditching to be constructed by the City as provided in paragraph 4 below.
- B) On-site municipal water and sanitary sewer lines as shown on the Project Plans, if to be dedicated.

The Project Plans currently provide for a highway pylon sign along I-69 that is thirty-five feet (35') in height. The City and Meijer agree that a visibility test will be conducted prior to construction and that if the visibility test indicates that good visibility from the highway necessitates a taller sign, then the sign may be constructed at such increased height as the City and Meijer may mutually agree.

3. Conditions and Acknowledgments.

Site plan approval for the Project, as a part of the North Morrish Road Planned Unit Development, is subject to the following conditions and acknowledgments:

- a. The Project shall be developed solely in the manner set forth in the approved Project Plans, as said Plans may be modified by the action of the City of Swartz Creek Planning Commission and the City of Swartz Creek City Council. Meijer shall not engage in, participate in, or assist in any activity to develop the Site in any manner different from, or contrary to that described in the approved Final PUD Site Plan unless appropriate changes are approved by the city administration or City Council in accordance with the procedures set forth in the City's Zoning Ordinance.
- b. The Site and the Project, with the modifications and waivers approved and/or established by the Planning Commission and the City Council, meet the standards of Section XI (PUD standards) and all other relevant sections of the zoning ordinance of the City of Swartz Creek.
- c. The Final Site Plan for the Property and the Project, as approved with modifications, is deemed to be consistent with the existing Design Guidelines for the North Morrish Road Planned Unit Development Concept Plan, and, except as otherwise provided in the Final Site Plan for the Property and the Project, the Property shall at all times be subject to said Design Guidelines as presently established. Any future changes or additions to the Property and any future Site Plan shall comply with said Design Guidelines as may be in effect at the time of said future change or addition.
- d. As a condition of receiving driveway (curb cut) permits for access to Morrish Road, Meijer agrees to pay for public improvements to Morrish Road as described in paragraph 4 below.
- e. Currently, the intersection created by the northern entry drive (the "Middle Drive") to the

Meijer retail store in the Meijer Store Phase of the Project to and from the site to Morrish Road does not meet the warrants for a signalized intersection under the Uniform Manual for Traffic Control Devices. If by reason of a future development, whether part of a future phase of the Project or development on the west side of Morrish Road, the Middle Drive intersection is warranted under the Uniform Manual for Traffic Control Devices, and the City requires or permits the installation of a traffic signal, and the City requires the developer(s) to pay the entire cost of the signal, Meijer will contribute a pro rata share of that cost. Meijer's pro rata share (the "Meijer Share") will be equal to the net square footage of that land in the Property then owned by Meijer or any affiliated entity (i.e., excluding any part of the Property sold or transferred by Meijer to any third party), divided by the net square footage of the North Morrish Road Planned Unit Development. The "net" square footage means the total square footage excluding land within public road rights-of-way. Meijer may be the developer required to install the signal as part of further development by Meijer of the Project beyond the Meijer Store Phase, and in that event it shall retain the contribution.

- f. If, between the date of this Development Agreement and the time the City decides the intersection created by the Middle Drive access to and from Morrish Road meets the warrants for an additional signalized intersection under the Uniform Manual of Traffic Control Devices, another development within the North Morrish Road Planned Unit Development (outside the Meijer Store Phase) is presented to the City for zoning approval, the City shall, to the extent permitted by law, require, as a condition of such zoning approval, such development to share in the cost of the design, purchase and installation of said traffic signal on the same pro-rata basis used to compute the Meijer Share.
- g. To the extent permitted by law, for any project in the North Morrish Road Planned Unit Development (outside the Meijer Store Phase) presented to it for zoning and/or site plan approval after the date of this Development Agreement, the City shall require as a condition of the site plan approval that the developer of such project to reimburse Meijer a proportional share of the cost paid by Meijer for the Morrish Road Improvement Project referred to in paragraph 4 below and/or the traffic signal referred to in subparagraph 3(E) above. Cost sharing will be determined based on the same formula used to compute the Meijer Share. Meijer may be the developer required to contribute as part of further development by Meijer of the Project beyond the Meijer Store Phase, and in that event it shall retain the contribution
- h. The City will use its best efforts to obtain pro-rata reimbursements described above, it is mutually agreed that under no circumstances will the City be responsible to reimburse the Meijer for any cost associated with the Morrish Road Improvement Project referred to in paragraph 4 below and/or the traffic signal referred to in subparagraph 3(E) above resulting from the City's failure or inability to place a reimbursement condition on any site plan approval or the failure of any entity to reimburse Meijer for their proportional share of the Public Improvements.
- i. Meijer further agrees to cooperate with the City in the placement and construction of any and all Public Improvements, including a grant of any temporary or permanent easements necessary for its construction.
- j. Meijer shall ensure that clear, unfettered vehicular and pedestrian access for the public exists into, from and across all internal drives, roadways and parking areas of the Project in order to connect the Project to other developments in the North Morrish Road Planned Unit Development.

4. Morrish Road Improvements.

The Project includes the design, engineering and construction of certain Public Improvements to Morrish Road as described on Exhibit D (the "Morrish Road Improvement Project"). The Morrish Road Improvement Project includes curbs, curb cuts, lane widening, paving, traffic signals, signage, lighting, drainage, ditching, utility relocation, right-of-way acquisition, and permit and inspection fees. The City agrees to design, engineer and construct the Morrish Road Improvement Project at its expense (subject

to Meijer's contribution). The City further agrees to complete the Morrish Road Improvements by December 1, 2009. The City will provide Meijer and their consulting engineer copies of the pre-bid plans to insure compliance coordination on the Project site. The City acknowledges its responsibility for timely completion of the Morrish Road Improvement Project, and agrees that it will not delay issuance of a certificate of occupancy for the Meijer store and/or Meijer gas station/convenience store by reason of any delay.

The Meijer shall contribute one-million, five-hundred thousand dollars (\$1,500,000.00) toward the cost of the Morrish Road Improvement Project in full satisfaction of its obligations therefore. This sum shall be deposited with the City in accordance with the following schedule: \$150,000 within 10 days of execution of this Agreement; \$1,200,000 after the City accepts the winning bid for the construction of the Morrish Road Improvement Project, and \$150,000 after the Morrish Road Improvement Project is finished and accepted by the City. These deposited funds may only to be used for the Morrish Road Improvement Project.

5. Survey(s).

Meijer shall provide to the City a survey prepared and certified by a registered land surveyor clearly designating the boundaries of the Property. Such survey shall be supplied to the City prior to the commencement of any construction work on the Project.

6. Permits, Approvals and Variance.

The following permits, approvals and variances of the City and any other governmental or regulatory agency have been issued:

- i. City approval for rezoning of the Property;
- ii. Special Land Use Permits;
- iii. Approval of Planned Unit Development Agreement; and
- iv. Preliminary and Final Site Plan Approval.

Meijer shall not commence work on the Project, and no building permit shall be issued in connection therewith, until the following approvals and variances of the City and any other governmental or regulatory agency have been obtained have been met:

- A. Approval of the Project Plans by the City Engineer;
- B. Issuance of a grading permit by the City, if required;

Meijer shall prepare and deliver to the City easements and dedications for the Public Improvements prior to issuance of a permanent certificate of occupancy.

7. Development Activities.

A) Inspection and approval of work on Public Improvements by City Engineer.

All work on Public Improvements is subject to inspection and approval by the City Engineer, or his/her representative. The City reserves the right to reject any materials or supplies not meeting the City's standards, and the City may require the removal and replacement, at no expense to the City, of any Public Improvement which fails to comply with established standards and specifications of the City, which fails to comply with the Project plans, or which was constructed without inspection by the City Engineer or his/her representative.

B) Erosion control.

Meijer will provide for erosion control as required and shall obtain any permits therefor required by any governmental or other regulatory agency.

C) Dust control.

Meijer will provide dust control on the Property as necessary through the application of water, dust control chemicals, mulch, or other method approved by the City Engineer.

D) Maintenance of public improvements.

With the exception of the Morrish Road Improvement Project, Meijer will remain responsible for the maintenance and operation of all Public Improvements constructed by Meijer as part of the development until they are accepted by the City.

E) Maintenance of off-site public streets, sidewalks or rights-of-way.

Meijer shall conduct all of its activities in connection with the construction of the Project so as not to cause sand, gravel, dirt, clay, mud or construction materials of any kind to be deposited on any public street, sidewalk or right-of-way. Meijer shall remove any sand, gravel, dirt, clay, mud or construction materials of any kind which it may have caused to be deposited on any public street, sidewalk or right-of-way. If Meijer fails to do so within 24 hours, the City may remove such sand, gravel, dirt, clay, mud or construction materials and Meijer shall pay the cost incurred by the City in doing so.

F) Environmental safety.

Meijer shall conduct all of its activities in connection with the construction of the Project so as not to cause any environmental contamination and shall comply with all environmental requirements of local, state and federal law. Meijer shall be responsible to and shall reimburse the City for any costs incurred by it in the cleanup and remediation of any environmental contamination caused by Meijer's activities in connection with the construction of the Project.

G) Public safety.

Meijer, whether on or off the Project Site, shall conduct all construction covered by this Agreement in a safe manner so as not to cause any threat to the health and safety of the public.

H) Worker Safety.

Meijer shall conduct all of its activities in connection with the construction of the Project in compliance with OSHA, MIOSHA and any other applicable laws or regulations intended to provide for worker safety.

I) Toilet facilities.

Meijer will provide on-site toilet facilities as required by law for use by workers for the duration of the Project.

8. Construction of public improvements; warranty.

The City will not require Meijer to post any bond or letter of credit with regard to the construction of the Public Improvements described in subparagraph 2(B) for the Project, it being satisfied with the creditworthiness of the Meijer. The Meijer shall warrant those Public Improvements so constructed for a period of one year from the date of acceptance of same by the City and shall, at its sole expense, repair or replace, at the City's sole discretion, those Public Improvements which fail during the one-year period following its acceptance by the City Council.

9. Construction of public improvements; indemnification; insurance.

Meijer agrees to indemnify and hold the City harmless for any liability, including court costs and attorneys' fees, for damages to property or persons resulting from the Meijer's construction of the Public Improvements described in subparagraph 2(B).

10. Default.

If Meijer is in default of any of the terms of this Agreement or the Project Plans, the City may issue a stop work order to the Meijer and, upon receipt thereof, Meijer shall immediately stop all work on the Project. In addition, the City may exercise any other remedy it may have under law or equity for the Meijer's default.

11. "Meijer" is all inclusive.

Whenever a duty or obligation is imposed upon the Meijer by this Agreement or the Project Plans, or the Meijer is prohibited from taking any action under this Agreement or the Project Plans, such duty, obligation or prohibition shall equally apply to any contractor, subcontractor, officer, agent, employee, assignee or successor in interest or any other person or entity performing activities on the project under the direction and control of, at the request of, under contract with, or in succession of the Meijer.

12. Notices.

Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by certified mail addressed as follows:

If to the City:

City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473
Attention: City Manager

If to the Meijer:

Meijer Inc.
2929 Walker Avenue NW
Grand Rapids, MI 49544
Att:

The parties hereto may, by notice given hereunder, designate any further or different address to which subsequent notices, demands, or communications may be given.

13. Term.

This Agreement shall commence on the date set forth in the caption and the Agreement and any and all City permits and approvals shall be renewable in one year increments beginning September 22, 2008 for a period of three (3) years. After three years, the Agreement and all City permits and approvals associated with the Project shall permanently expire unless Meijer has begun construction of the Project. Once construction of the Project has commenced, the Agreement shall remain in force until completion of the Project. The warranty and maintenance obligations of paragraph 8 shall in any event continue in effect for the periods provided for therein.

14. Applicable law.

This Agreement shall be governed by, interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan.

15. Severability.

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

16. Entire Agreement.

This Agreement supersedes all previous or contemporaneous negotiations and/or Agreements and constitutes the entire Agreement between the parties with respect to the Project. No verbal statements or prior written materials not specifically incorporated in this Agreement have been relied upon by the parties in entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above

written.

MEIJER INC.

CITY OF SWARTZ CREEK

Michael L. Kinstle
Vice President of Real Estate

Richard Abrams, Mayor

Juanita Aguilar, Clerk

Approved as to form:

Michael J. Gildner,
Assistant City Attorney

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
NORTH MORRISH ROAD PUD

EXHIBIT C
PROJECT PLANS

EXHIBIT D
MORRISH ROAD IMPROVEMETN PROJECT

Discussion Took Place.

YES: Shumaker, Abrams, Adams, Christie, Hicks, Hurt.
NO: None. Motion Declared Carried.

Appropriation & Bid Award, Purchase Snow Plows

Resolution No. 080922-07

(Carried)

Motion by Mayor Pro-Tem Christie
Second by Councilmember Hurt

I Move the City of Swartz Creek accept the low bid and appropriate an amount not to exceed \$9,380 to Knapheide Truck Equipment, of 1200 South Averill Street Flint, for the purchase of two Western™ Ultra Mount 8½' "V" snow plows, as specified in the bid documents, funds to be taken from 661, Motor Pool.

Discussion Ensued.

YES: Abrams, Adams, Christie, Hicks, Hurt, Shumaker.
NO: None. Motion Declared Carried.

Permit, Use of City Building, Haunted House

Resolution No. 080922-08

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the City of Swartz Creek permit the use of the Public Safety Building, inclusive of the Fire Department, bays, lobby and parking lots, to conduct a “haunted house” activity, on Friday October 24th and Saturday October 25th, by the Swartz Creek Area Firefighter’s Association, under the following stipulations and conditions:

- The event is charitable and not-for profit.
- Under the direction, control and supervision of the Fire Chief
- All reasonable and adequate precautions to maintain safety are practiced
- Insurance certificates naming the City as an additional insured party

Discussion Took Place.

YES: Adams, Christie, Hicks, Hurt, Shumaker, Abrams.
NO: None. Motion Declared Carried.

Street Usage Permit, Annual Homecoming Parade

Resolution No. 080922-09

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Adams

I Move the City of Swartz Creek approve the application of the Swartz Creek Student Council to conduct an annual High School Homecoming Parade on Friday, September 26, 2008, from 4:30 pm to 6:30 pm. Parade route as follows:

Civic Drive Eastbound to Fortino
Fortino Eastbound to Morrish
Morrish Southbound to Miller
Miller Westbound to Fairchild
Fairchild Southbound to Ingalls
Ingalls Westbound into the south lot of Swartz Creek High

Under the direction and control of the office of the Chief of Police and in accordance with the stipulations and conditions set forth in the permit and application.

Discussion Ensued.

YES: Christie, Hicks, Hurt, Shumaker, Abrams, Adams.
NO: None. Motion Declared Carried.

Phase I Trailway Construction Change Order

Resolution No. 080922-10

(Carried)

Motion by Councilmember Adams
Second by Councilmember Hurt

WHEREAS, the City approved a resolution for the construction of Phase I of the Non-Motorized Trail Way system on July 28, 2008, as follows:

Construct Non-Motorized Trail System, Phase One

Resolution No. 080728-06

(Carried)

*Motion by Councilmember Hurt
Second by Councilmember Adams*

WHEREAS, *it is in the best interest of the public's health, safety, and welfare to create a viable non-motorized transportation network, locally and regionally, to provide residents with safe alternatives to driving, recreational opportunities, and opportunities to connect communities and the natural environment; and*

WHEREAS, *the City of Swartz Creek has adopted a non-motorized trail-way plan that has also been included into the Genesee County Regional Trail Plan; and*

WHEREAS, *Section 10K of Act 51 requires that 1% (~\$30,000) of the City's Act 51 allocation be spent on non-motorized engineering or construction over a ten year period; and*

WHEREAS, *the Elms Road corridor and Elms Park are crucial links in the City's and the County's trail-way system; and*

WHEREAS, *the City has accepted the lowest bidder, Badgley Construction, to perform all sidewalk work on the City's behalf for the 2008 construction season at a rate of \$4.25 per square foot (4") and will extend this price to the construction of Phase I of the City's Non-Motorized Trail Way System.*

NOW, THEREFORE, BE IT RESOLVED *that the Swartz Creek City Council approve the construction of Elms Road sidewalk expansion from Miller to the main park entrance to be completed by Badgley Construction at a cost of \$24,225 (5700 square feet) plus a 15% contingency and the cost of sand; funds to be allotted from the Major Street Fund*

Discussion Took Place.

YES: Abrams, Adams, Christie, Hicks, Hurt, Shumaker.

NO: None. Motion Declared Carried.

And, **WHEREAS**, site conditions, consisting of a Verizon Telecommunications box and the addition of an extra one foot of concrete from a point south of the south entrance to Elms Park to the turn north-easterly has caused the need for a change order to avoid the relocation costs of the Verizon Telecommunications Equipment.

NOW THEREFORE, I move that the City approve the change order as submitted and appropriate an additional amount not to exceed \$8,487, for a total of \$32,712,

no contingency, for Phase I of the City's Non-Motorized Trailway System, from Fund 202.

Discussion Took Place.

YES: Hicks, Hurt, Shumaker, Abrams, Adams, Christie.

NO: None. Motion Declared Carried.

GAIN Unit

(Discussion Topic)

Mayor Abrams talked about the GAIN meeting. Mr. Abrams updated the Council on the status of GAIN.

MEETING OPENED TO THE PUBLIC

David Krueger, 7399 Miller Road, questioned the budgets for last fiscal year and this fiscal year that were included in the Council packet. Mr. Krueger questioned where the differences in revenues and expenditures are made up from. Mr. Krueger talked about how the City was planning for taking care of the infrastructure of the city in the future. Mr. Krueger questioned why there were three pages in the packet regarding the tax abatement for senior citizen housing, yet it was not addressed during the Council meeting. Mr. Bueche stated that the pertinent information on that page in the packet referred to the ordinance on collection of taxes—the tax abatement information was simply on the same page of the ordinance book.

Donald B. Wyatt, 5326 Durwood Drive, stated that his concern is that there was a terrible smell on the street when he took care of his garbage cans. He stated that he believes that there was a leak of some sort from the Republic Waste truck. Mayor Abrams stated that he experienced the same thing. Mr. Wyatt stated that the smell is still there and would like something done about it.

Tommy Butler, 40 Somerset, questioned an article in the paper about some people being pulled over by the police. Mr. Butler stated that the people had no driver's licenses and expired plates and only received citations. He questioned why the people didn't go to jail. He was advised that generally there is no jail lodging space for such infractions, just the vehicle towed and citations issued. Mr. Butler talked about "preventative maintenance" on the streets. He stated that he believes that will save more money than anything else you can do.

REMARKS BY COUNCILMEMBERS:

Councilmember Adams talked about the letter and invoice that was sent to Verizon. Mr. Adams questioned the new street signs on Elms Road. He stated that they were printed incorrectly as Elm Road and not Elms Road. He was advised that they would be replaced by MDOT as it was their mistake.

Councilmember Shumaker talked about the snow plows that were purchased to plow the cul-de-sacs in the City. Mr. Shumaker suggested moving the mailboxes into groups in the cul-de-sacs to help the DPS snowplow the streets easier. Mr. Shumaker also suggested

that in the future, the driveways in the cul-de-sacs should be grouped so that two driveways are together. Mr. Shumaker talked about how well the lift stations worked after the significant amount of rain that the City had recently.

Mayor Abrams talked about a house located at 5374 Durwood that has been abandoned. Mr. Abrams stated that there have been complaints of rats and garbage inside. City Manager Bueche stated that they are aware of the problem and are looking into the options that the City has for taking care of it.

Executive Session, Labor Agreements

Resolution No. 080922-11

(Carried)

Motion by Councilmember Hurt
Second by Mayor Pro-Tem Christie

I Move the City of Swartz Creek Council, at the request of the City Manager, enter into Executive Session for the purpose of discussing pending Labor Agreements.

YES: Hurt, Shumaker, Abrams, Adams, Christie, Hicks.
NO: None. Motion Declared Carried.

ADJOURNMENT:

There being no objection, Mayor Abrams declared the meeting adjourned at 9:00p.m. Executive Session adjourned at 9:35pm.

Richard Abrams, Mayor

Juanita Aguilar, City Clerk